

CONTRACT
BETWEEN
MONTVILLE TOWNSHIP BOARD OF EDUCATION
AND
MONTVILLE TOWNSHIP SUPERVISORS OF INSTRUCTION ASSOCIATION

2018-2019
2019-2020
2020-2021

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CONTRACT

THIS AGREEMENT made and entered into this **16th** day of October, 2018 between the Montville Township Supervisors of Instruction Association, a public employee association of the State of New Jersey hereinafter called the "Association," and the Board of Education of the Township of Montville, County of Morris, State of New Jersey, a public corporation in the State of New Jersey hereinafter called the "Board."

WHEREAS, the Board and the Association have negotiated in an effort to reach agreement as to the terms and conditions of employment for supervisors of instruction within the school district for the years 2018-2019, 2019-2020, and 2020-2021, now, therefore, it is agreed as follows:

Article I - Recognition

Section 1 The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for supervisors of instruction employed and appointed by the Board who have individual annual contracts with the Board.

Article II – Legal Reference

If any provision of application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions contained herein shall continue in full force and effect. Supervisors of Instruction employed by the Board will render services and conduct themselves in accordance with rules, regulations and directions issued by the Superintendent of Schools and the Board.

Article III – Compensation

Section 1 Individual tenured supervisors of instruction will be given the opportunity to discuss their performance with the Superintendent of Schools or his/her designee.

Tenured supervisors of instruction will be observed a minimum of two (2) times during the school year. Tenured supervisors of instruction shall receive a summary evaluation on or before May 15.

The supervisor of instruction's pay will be established in accordance with the mutually established salary guides attached hereto as Exhibit A and incorporated by reference.

The contract recommendation shall be presented to the supervisor in accordance with existing laws.

Section 2 Individual non-tenured supervisors of instruction will be given the opportunity to discuss their performance with the Superintendent of Schools or his/her designee.

Non-tenured supervisors of instruction will be observed a minimum of three (3) times during the school year. Nontenured supervisors of instruction shall receive a summary evaluation on or before April 30.

The supervisor of instruction's pay will be established in accordance with the mutually established salary guides attached hereto as Exhibit A and incorporated by reference.

The contract recommendation shall be presented to the supervisor in accordance with existing laws.

Section 3

The individual contract of each supervisor of instruction employed by the Board during the 2018-2019, 2019-2020, and 2020-2021 school years shall provide for compensation in accordance with the established schedule attached hereto as Schedule A, and incorporated by reference, subject to the recommendation of the Superintendent of Schools and approval of the Board.

Section 4

The parties hereto express, acknowledge and recognize the right of the Board to withhold a supervisor of instruction's increment. Nothing in the contract shall be construed or interpreted as limiting the right of the Board to lawfully withhold salary increments or to dismiss, reassign or relieve a supervisor on instruction of specific duties in accordance with the powers duly vested in the Board pursuant to law.

Article IV – Credit Union

The Board, upon submission of appropriate requests by individual supervisors of instruction, shall make deductions and deposits on behalf of such supervisors of instruction with the Visions Credit Union in accordance with statute or rules and regulations which require the Board to make such deductions or deposits.

Article V – Insurance

Section 1

Supervisors of instruction will be enrolled in the School Employee Health Benefits Plan, including a stand-alone prescription benefit. Employees will be enrolled in the School Employees Health Benefits Plan of their choosing and will contribute to the premiums for those plans pursuant to the tables set forth in Ch. 78, P.L. 2011.

Effective upon ratification, the new base plan will be the Direct 15 plan or its equivalent. Employees that prefer a plan that offers greater benefits may enroll in that plan and will be responsible for the Tier IV Ch. 78 contribution for the Direct 15 plan and 100% of the difference between the Direct 15 premium and the plan selected.

New association members employed after July 1, 2018 will be enrolled in the 15/25 plan or its equivalent.

The Board agrees to share 50% of the premium savings with those members of the association who participate in the health benefits program. Employees would receive a prorated payment based on their level of coverage. Payments would be made in two installments.

The example calculation for the benefits cost savings sharing shall be as follows:

Cost of (2018) NJ Direct 10 Plan – (2018) NJ Direct 15 Plan x .65 (Board share of the premium) x 12 months = total savings to Board of Education (half to Board and half to employee)

Section 2 The Board will provide family dental coverage with no deductible. The cost of the family dental coverage will be borne by the Board. The Board will provide to the supervisors of instruction a vision plan and all other insurance benefits granted to its teachers.

Section 3 The Board shall reserve the right to select and/or change the insurance company or companies which provide coverage.

Employees opting to waive insurance coverage shall receive payments equal to 25% of the premium savings enjoyed by the Board or \$4,000, whichever is less.

Employees waiving coverage must show proof of alternate coverage. Employees who voluntarily act under this provision shall be reimbursed for COBRA coverage in the event same becomes necessary until the next open enrollment period. The Board shall be entitled to off-set any COBRA reimbursement against 'opt-out' payments received for a period for which COBRA reimbursement is made. Payments shall be made one half (1/2) in December and one half (1/2) in June of each year.

Article VI – Work Year and Leave

Section 1 All supervisors of instruction shall be granted twelve (12) sick days leave per year. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years. The parties hereto recognize that the Board may require a validated doctor's certificate as a condition for the granting of sick leave. The parties hereto further agree that the Board, through the Superintendent, may require that supervisors of instruction submit to a physical examination by a licensed physician as a condition for the granting of sick leave.

Section 2 Supervisors of instruction shall be entitled to five (5) non-cumulative leave days per year with pay due to personal emergencies, which shall include the following: personal legal matters, religious holidays, severe illness in the immediate family, marriage of the employee if member of the employee's "immediate family" or other personal emergency. These days may be taken without

reason, however requests for such leave must be made at least forty-eight (48) hours in advance, except in case of emergency, in which event notice should be provided as soon as possible. The Superintendent may waive this notice requirement.

Section 3 All supervisors of instruction are twelve month employees. Their work year will be from July 1 through June 30. They will be entitled to the Thanksgiving, Winter and Spring Recesses as approved by the Board as well as eleven (11) legal holidays: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, and Memorial Day as determined by the Superintendent and approved by the Board

Section 4 Supervisors of instruction shall also be entitled to take a total of four leave days in circumstances where there is a death of a member of the supervisor of instruction's "immediate family," which shall be defined as including the supervisor of instruction's spouse, child, parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparent, or grandchild, or two (2) leave days in circumstances where there is a death of niece or nephew. The Board shall have the discretion to grant a reasonable extension of such leave for death in the supervisor of instruction's "immediate family" in the event a request for such extension is made, and the Superintendent determines that the request is reasonable.

Section 5 All supervisors of instruction shall be entitled to twenty (20) annual vacation days, to be taken the year after they are earned. Vacation days are to be scheduled by the supervisor of instruction with the Superintendent. All summer vacations must be completed at least eight (8) working days prior to either the first day of new teacher orientation or the first day for teachers, whichever comes first. Changes may be made in the vacation schedule only by mutual agreement between the supervisor of instruction and the Superintendent.

Supervisors shall be permitted to carryover up to five (5) unused vacation days each year. Accrued vacation days must be used prior to retirement.

Section 6 The leave granted in the within Article shall constitute the total leave allowed to supervisors of instruction for which compensation shall be paid by the Board, except for professional days which shall be granted as per Board policy.

Section 7 Each unused non-cumulative personal day shall be converted to cumulative sick leave at the end of each school year.

Section 8 Upon retirement, after fifteen (15) years of service in the district, supervisors of instruction will be paid \$75 a day for their accumulated sick leave, up to a maximum of \$15,000. Eligibility for this payment shall be contingent upon eligibility under the New Jersey Retirement System.

Section 9 Supervisors of Instruction may choose to “bank” up to five (5) unused personal days to be used in the event of a critical illness in the immediate family (No more than five (5) days may be in the bank at any time and these days may not be converted to unused sick days). These days may be used as a single occurrence. Immediate family shall be considered husband or wife, father, mother, child, or any member of the immediate household or civil union or domestic partner, as those terms are defined in the New Jersey Statutes. Critical illness is interpreted as one causing hospitalization, an emergency room visit or outpatient surgery. Written proof will be required.

ARTICLE VII – PROFESSIONAL GROWTH

The Board agrees to provide reimbursement for tuition, professional dues, and/or workshop/convention costs not to exceed the amounts shown below, to be used during the term of this contract. Annual amounts specified will become available as of July 1 of each year of the contract. There shall be no accrual of unused moneys beyond the term of this contract. Reimbursement for tuition, professional dues, and/or workshop/convention costs hereunder shall be subject to receipt by the supervisor of instruction of prior written approval of the Superintendent and subject to the following conditions:

Section 1 Tuition for course work which relates to the professional improvement of the supervisor of instruction will be limited to nine (9) credits per year at a State college or university rate. If a supervisor of instruction attends a private college or university or an out of state public university, the tuition will be reimbursed at Montclair State University’s rate. Tuition shall be reimbursed upon the presentation of a certified transcript by the supervisor of instruction to the Superintendent, demonstrating completion of the course. The supervisor of instruction shall be required to have obtained a grade equivalent to a “B” or higher in order to be entitled to reimbursement.

Further, in order to qualify for tuition reimbursement, the supervisor of instruction must matriculate in a Masters program or be enrolled in a course beyond the Masters degree. The School must be an accredited college or university established before 1950. Online courses must receive the specific approval of the Superintendent prior to enrollment.

If a supervisor of instruction leaves the district within one (1) year of completing any administrative course, he/she will be required to repay the amount paid by the Board.

Section 2 Registration fees for courses which qualify for reimbursement as set forth above will also be reimbursable.

Section 3 The Board agrees to reimburse the cost of professional dues and state and local workshops and conventions in an amount not to exceed \$3,500 per supervisor per year, of which the cost of professional dues shall not exceed \$1,500 per supervisor per year. Further, the Board agrees to establish an aggregate total pool not to exceed

\$10,000 during the term of this contract for the purpose of reimbursing supervisors of instruction for the cost of national conventions. Each supervisor of instruction must attend a minimum of one workshop or convention each year at the discretion of the Superintendent or Assistant Superintendent.

- A. The Board agrees to reimburse each supervisor of instruction for professional dues to professional organizations, excluding the N.J.E.A. or N.E.A., that are dedicated to the advancement of education, in an amount not to exceed \$1,500 per supervisor. Such reimbursement is contingent upon approval of the Superintendent and upon submission of billing notices.
- B. Attendance at state and local workshops and conventions is subject to prior written approval of the Superintendent. Attendance at national conventions will be granted to the supervisors of instruction on a rotating basis, subject to prior written approval of the Superintendent. The supervisor of instruction shall present proof of attendance and all receipts to the Superintendent in order to qualify for reimbursement for any workshop or convention.
- C. Supervisors of instruction agree to also attend other workshops and conventions outside of the district as may be directed by the Superintendent, which may extend beyond the normal work schedule. The cost for such additional workshops and conventions will be fully reimbursed by the Board; however, supervisors shall not receive additional compensation for any time required in connection with such attendance. A procedure shall be established by the Assistant Superintendent for Curriculum and Instruction for supervisors of instruction to report on all workshops and conventions attended pursuant to this section.

Section 4 Supervisors of instruction shall not be entitled to reimbursement for N.J.E.A. or N.E.A. convention attendance.

Section 5 For all authorized travel, the Board agrees to reimburse each supervisor of instruction at a rate in accordance with Board policy.

ARTICLE VIII – Responsibilities

To permit the full assumption of K-12 responsibilities, supervisors of instruction should not have teaching responsibilities. However, supervisors of instruction may, at the request of the Superintendent, be assigned to teach not more than the equivalent of one class for a full year. The supervisor may have input into what class they will teach and when that class will be offered.

ARTICLE IX – Grievance Procedures

Section 1 A “grievance” as used herein shall mean a claim by the Association and/or Supervisor of Instruction that there has been an improper or unjust administrative decision, application, interpretation, or violation of the terms of this Agreement affecting the terms and conditions of employment.

Section 2 The following matters shall not be the basis of a grievance:

- A. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the New Jersey Department of Education;
- B. A complaint by any probationary or non-tenured supervisor of instruction which arises by reason of the non-reemployment of said supervisor of instruction;
- C. A complaint by any supervisor of instruction occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position to which tenure is either not possible or not required;
- D. Any matter which according to law is either beyond the scope of Board authority or limited by statute to unilateral Board action;
- E. A complaint by any supervisor of instruction arising from an unfavorable supervisor report or from the failure of such supervisor of instruction to receive a favorable supervisory report, except that such supervisor of instruction shall have all other rights provided by law.

Section 3 The primary purpose of the within grievance procedure is to secure, at the lowest level possible, equitable resolutions to grievances arising between the parties, without interfering with normal school operation. The parties further agree that the proceedings conducted hereunder, except as expressly required herein, shall be kept as informal and confidential as possible.

Section 4 The procedure for the processing of grievances shall be as follows:

- A. **Level 1** An aggrieved person shall institute a grievance under the provisions herein within fifteen (15) calendar days of the occurrence complained of or within fifteen (15) calendar days after the aggrieved person would reasonably be expected to know of its occurrence. Failure to act within the aforesaid fifteen (15) calendar day period shall be deemed to constitute an abandonment of the grievance and no further proceedings hereunder shall be permitted,

The aggrieved person filing a grievance hereunder shall first discuss the grievance orally with the aggrieved person's immediate supervisor to attempt to resolve the matter at that level.

- B. Level 2 If the grievance remains unresolved, the aggrieved person shall within five (5) calendar days following the informal conference, submit the grievance to the aggrieved person's immediate supervisor in writing. The written grievance shall specify:

1. The nature of the grievance and the remedy requested;
2. The nature and extent of any injury or loss;
3. The results of the previous discussion, and;
4. The basis of the dissatisfaction with the determination.

The aggrieved person's immediate supervisor shall within five (5) calendar days submit a written decision on the grievance which shall be transmitted to the aggrieved person.

- C. Level 3 If the grievance is unresolved, the aggrieved person shall no later than five (5) calendar days after receipt of the immediate supervisor's written decision, appeal said decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents as well as a statement explaining the aggrieved person's dissatisfaction with the decision previously rendered. The aggrieved person shall, at the time of the filing of the appeal, furnish the immediate supervisor with a copy of any additional document(s) deemed relevant to the grievance. The Superintendent shall consider the matter as expeditiously as possible and shall have the authority to conduct such hearings in such a manner as he/she deems necessary to resolve the grievance. In any event, the Superintendent shall, within ten (10) calendar days after receipt of the written grievance (unless a different period is mutually agreed upon) advise the aggrieved person in writing of his/her determination.

- D. Level 4 If the grievance remains unresolved, the aggrieved person shall state in writing, no later than five (5) calendar days after receipt of the Superintendent's decision, the grounds for the grievance to the Board in the same manner and in the same procedure as it was made to the Superintendent. The Board shall request and hold a hearing concerning the grievance and shall render a written determination of the grievance no later than twenty (20) calendar days following receipt of the grievance.

- E. Level 5 If the grievance remains unresolved, the aggrieved person shall have the right to advisory arbitration of the grievance provided that such request for advisory arbitration shall be made known to the Board,

through the Board Secretary, not later than ten (10) calendar days following the notification of the determination of the grievance by the Board. Failure to demand advisory arbitration within the aforesaid time period shall constitute a bar to advisory arbitration unless the aggrieved person and the Board shall mutually agree upon a different time period within which to assert the request.

Section 5 The following procedure shall be used to secure the services of an arbitrator:

- A. Either party may request the New Jersey State Board of Mediation to submit a roster of persons qualified to function as an arbitrator in the dispute.
- B. The procedure for arbitration shall be in accordance with the rules promulgated by N.J.S.B.M. and the parties agree to comply with the aforesaid rules.
- C. The fees and expenses of the arbitrator are the only costs which shall be shared equally. All other expenses and costs incurred shall be borne by the party incurring same.
- D. All time limits stated shall be deemed mandatory and as a condition for the other party's compliance with the requirements of this Article and may be shortened or lengthened only upon the mutual written consent of the parties hereto.
- E. The arbitrator shall not have the power to add to, subtract from or otherwise change any other provisions of this Agreement.

ARTICLE X – Fully Bargained Provision

The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Association during negotiations.

ARTICLE XI – Duration of Contract

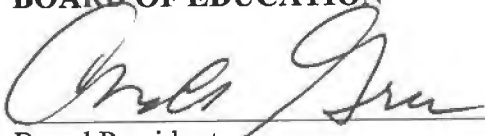
This contract shall incorporate terms and conditions of employment of members of the Association for the 2018-2019, 2019-2020, 2020-2021 school years. Said contract commences at midnight July 1, 2018 and shall terminate at midnight on June 30, 2021.

Supervisors of instruction will not move to the next step on the salary guide until a successor agreement is reached. In the event Board representatives demonstrate an unwillingness to negotiate in good faith (schedule meetings in a timely fashion) this clause will be declared null and void.

IN WITNESS THEREOF, the parties have set their hands and seals or caused these present to be signed by the proper corporate officers and caused their proper corporate seals to be affixed the day and year first above written.

**THE MONTVILLE TOWNSHIP
BOARD OF EDUCATION**


ATTEST

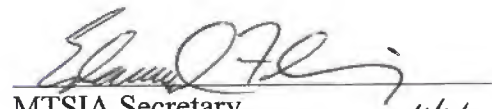

Board President


Board Secretary

**THE MONTVILLE TOWNSHIP
SUPERVISORS OF INSTRUCTION ASSOCIATION**

ATTEST


MTSIA President 11/2/18


MTSIA Secretary 11/2/18

SCHEDULE A

Earned Doctorate

Any supervisor of instruction who possesses an earned, education-related doctorate (Ph.D., Ed.D.) that meets the requirements set forth below, shall receive an annual salary stipend of \$2,725.

1. Courses must be taken at a regionally accredited 4-year college or university. A state endorsed college or university is not acceptable.
2. Courses must be a part of a degree program. Online courses must be specifically approved, in advance, by the Superintendent.
3. Expectations are uploaded and accountability involves student assigned secure folders that are portfolio based. Assessments are individual.
4. Grades are assigned by professors of the accredited college or university on an official transcript.

Longevity

In addition, supervisors of instruction will receive a longevity stipend as follows for total years of employment within the district only. All longevity payments will be incorporated in the supervisor's base salary.

2018-2021

10-14 years	\$3,325
15-19 years	\$4,000
20-24 years	\$4,677
25+ years	\$5,355

**Supervisors of Instruction
Salary Guide**

Step	2018-2019	2019-2020	2020-2021
1	108,400	109,500	111,000
2	110,621	112,130	113,342
3	112,871	114,351	115,972
4	115,391	116,601	118,193
5	118,027	119,121	120,443
6	120,528	121,757	122,963
7	122,189	124,258	125,599
8	123,851	125,919	128,100
9	125,209	127,581	129,671
10	127,730	128,939	131,423
11	129,947	131,460	132,781
12	134,344	133,677	135,302
Off Guide I		138,074	137,519
Off Guide II			141,916

Any supervisor of instruction entering the unit during the life of this agreement shall be placed on a step agreed upon by the employee and the District. The employee shall move up 1 step each year after that. In order to advance a step, a new supervisor must begin work in Montville by December 1.